

2015 671

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Warranty Deed

Date: September 30 2015

Grantor: WHITEWOOD FAMILY LIMITED PARTNERSHIP

Grantor's Mailing Address: 196 Boardwalk Drive N, Center Point, Kerr County, Texas 78010

Grantee: CURTIS J. WHEATCRAFT and CHRISTINA WHEATCRAFT

Grantee's Mailing Address: 2760 Bandera Hwy., Kerrville, Kerr County, Texas 78028

Consideration: The sum of TEN AND NO/100 DOLLARS cash, and other good and valuable consideration in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, and that certain Note ("Note") of even date executed by Grantee and payable to Asset Preservation Inc., a California corporation, in the principal amount of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, which Note is secured by a first and superior vendor's lien and superior title retained in this Deed and by a first lien Deed of Trust of even date from Grantee on the property described in said Deed of Trust.

Property: That certain property described in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Those certain exceptions set forth in **Exhibit "B"**, attached hereto and made a part hereof for all purposes, to the extent the same are valid and subsisting, are valid and enforceable, and affect the Property but without waiving rights and defenses relating thereto and without ratifying any such exception.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto Grantee and Grantee's heirs, successors, and assigns, forever; and Grantor binds Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise, subject to the Exceptions to Conveyance and Warranty.

2015 SEP 30 10 10 AM

WARRANTY DEED

A Certified Copy

Page 1 of 1

Attest: Rebecca Bolin, Kerr County Clerk



The vendor's lien against and superior title are retained until the Note described is fully paid according to its terms, at which time this deed will become absolute.

For the same consideration stated above, Grantor does hereby grant and convey to Grantee all right, title and interest, if any, of Grantor in and to 153.225 acre feet of water rights described in Certificate of Adjudication No. 18-2026 and all other water rights appurtenant to the Property and 2-center pivot irrigation sprinklers and irrigation pump and all furniture, fixtures, appliances, curtains, blinds, and other attached items in main house and guest house save and except all bedding and other soft goods, kitchen cook ware, dishes, personal clothes, etc., art work to include picture, sculptures, personal pictures, and one hutch and save and except livestock troughs, hay rings, round hay bales and growing crops.

When the context requires, singular nouns and pronouns include the plural.

WHITEWOOD FAMILY LIMITED
PARTNERSHIP

BY: *Kenneth W. Whitewood*
Kenneth W. Whitewood, General Partner

BY: *Evelyn M. Whitewood*
Evelyn M. Whitewood, General Partner

THE STATE OF TEXAS §

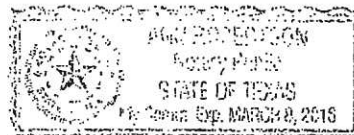
COUNTY OF KERR §

This instrument was acknowledged before me on September 30, 2015, by KENNETH W. WHITEWOOD, General Partner of WHITEWOOD FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.

Rebecca Bolin
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §




A Certified Copy
Page 2 of 2

Attest: Rebecca Bolin, Kerr County Clerk

RECEIVED
TOED
WATER SUPPLY
NOV 3 2015
PM 1:10

This instrument was acknowledged before me on September 30 2015, by EVELYN M. WHITEWOOD, General Partner of WHITEWOOD FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas



**FILED BY AND RETURN TO:
KERRVILLE TITLE COMPANY
290 THOMAS DR
KERRVILLE, TX 78020**

2015 NOV 3 PM 10 20
WATER SUPPLY DIV.

A Certified Copy

Page 3 of 6

Attest: Rebecca Bolin, Kerr County Clerk



EXHIBIT "A"

A Certified Copy
Page 4 of 10

Attest: Rebecca Bolin, Kerr County Clerk



Being all of a certain 68.41 acres of land, more or less, described in two tracts herein, out of Robert Brown Survey No. 36, Abstract No. 28, in Kerr County, Texas; part of that land described as 362.96 acres in a Warranty Deed to Jung Enterprises, Inc.; from William Arthur Moore and wife, Doris Burney Moore, executed the 21st day of July, 1978, and recorded in Volume 211 at Page 533 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

TRACT NO. 1, 10.71 Acres

BEGINNING at a concrete highway right-of-way marker in the southwest right-of-way line of State Highway No. 27, which point bears, more or less, 2385 ft. North and 1594 ft. West from the southeast or lower river corner of said Survey No. 36;

THENCE, along the southwest right-of-way line of said State Highway No. 27, N.58°55'W., at 841.94 ft. passing the easterly line of a twenty (20) ft. wide easement right-of-way granted to Richard Wizbicki in a Warranty Deed with Vendor's Lien executed the 30th day of September, 1982 and recorded in Volume 266 at Page 711 of the Deed Records of Kerr County, Texas, then continuing for a total distance of 861.94 ft. to a 4" iron stake set for the most westerly northwest corner of the herein described tract, in an extension of the centerline of a concrete box culvert or cattlepass, the northeast corner of a certain 6.16 acre tract of land conveyed from Lucile Davis to H. R. Thomas by a Warranty Deed dated the 27th day of July, 1951 and recorded in Volume 91 at Page 148 of the Deed Records of Kerr County, Texas;

THENCE, along the easterly line of said 6.16 acre Davis to Thomas tract and the westerly line of said Tuck to Wizbicki 20 ft. wide easement right-of-way: S.33°04'W., 74.00 ft. to a set 4" iron stake; S.20°50'W., 191.55 ft. to a set 4" iron stake; N.82°45'W., 126.30 ft. to a set 4" iron stake; and S.00°32'E., 559.76 ft. to a 4" iron stake set on the north bank of the Guadalupe River for the southwest corner of the herein described tract;

THENCE, along the meanders of the north bank of said Guadalupe River, each point marked by a set 4" iron stake: N.76°41'E., 256.71 ft.; N.89°05'E., 195.57 ft.; N.57°39'E., 127.81 ft.; S.83°57'E., 160.78 ft.; N.63°09'E., 50.00 ft.; and S.38°09'E., 98.63 ft. to a 4" iron stake set for the southeast corner of the herein described tract, the southwest corner of a 22.5 acre tract of land conveyed from William A. Moore and wife, Doris B. Moore, to Calvin Lee Ward, et ux, by a warranty deed dated the 1st day of December, 1973, and recorded in Volume 170 at Page 724 of the Deed Records of Kerr County, Texas;

THENCE, along a fence and the common line between the said Ward 22.5 acre tract and the herein described tract: N.28°33'E., 61.09 ft. to a 4" iron stake set at a fence endpost, and 256.22 ft. along said fence for a total distance of 317.31 ft. this call to a cornerpost and 4" iron stake in the arc of a 2°41' curve having a central angle of 00°03' and a 2133.48 ft. radius for the northeast corner of the herein described tract;

THENCE, with the southerly right-of-way line of State Highway No. 27, 1.79 ft. along the arc of said 2°41' curve to the right (long chord 1.79 ft., N.58°56'W.) to the PLACE OF BEGINNING, containing 10.71 acres of land, more or less, within these metes and bounds.

TRACT NO. 2, 57.70 Acres

Beginning at a 1/2" iron stake in the westerly line of Park Place Road, a fifty (50) ft. wide public road, for the northerly southeast corner of the herein described tract, the northeast corner of a certain 10.00 acre tract conveyed to James W. Bishop, et ux, from Elgin Jung and wife Shirley M. Jung, by a Warranty Deed with Vendor's Lien executed the 28th day of June, 1991 and recorded in Volume 598 at Page 334 of the Real Property Records of Kerr County, Texas, which point bears, more or less, 3500 ft. North, and 1432 ft. West from the southeast or lower river corner of said Survey No. 36; which iron stake is 4.3 ft. east from a fence cornerpost;

THENCE, along the boundary of said 10.00 acre Bishop tract: N.87°04'W., 448.24 ft. along a fence to a fence cornerpost for a reentrant corner of the herein described tract, the northwest corner of Bishop tract, and S.02°56'W., 425.03 ft. along a fence to a cornerpost for a fence to the west, not along a fence at 689.14 ft. passing the centerline of a twenty (20) ft. wide easement granted to the Southwestern Bell Telephone Company from William Moore and wife, Doris B. Moore, on the 23rd day of July, 1971, and recorded in Volume 6 at Page 437 of the Easement Records of Kerr County, Texas, at 710.79 ft. crossing the former northerly right-of-way line of the Southern Pacific Transportation 100 ft. wide right-of-way tract conveyed as 4.0 acres to William A. Moore from the Southern Pacific Transportation Company by a Warranty Deed executed the 8th day of December, 1972 and recorded in Volume 163 at Page 23 of the Deed Records of Kerr County, Texas; at 819.64

EXHIBIT "A"

passing the centerline of an easement granted to the Southwestern Bell Telephone Company from the Southern Pacific Company on February 8, 1962 and recorded in Volume 3 at Page 310 of the Easement Records of Kerr County, Texas, then continuing for a total distance of 824.20 ft. to an existing 1/2" iron stake for the southerly southeast corner of the herein described tract and southwest corner of Bishop tract, in a fence along the northerly right-of-way line of State Highway No. 27;

THENCE, along or near a fence with the northerly right-of-way line of said State Highway No. 27 and the south line of said Southern Pacific Transportation Company to William A. Moore 4.0 acre tract, N.58°55'W. 419.15 ft. to a 1/2" iron stake set in a concrete apron of a concrete box culvert across said Highway No. 27 for the southerly southwest corner of the herein described tract, the southwest corner of said Southern Pacific Transportation Company to William A. Moore 4.0 acre tract, the southeast corner of a 100 ft. wide former Southern Pacific railroad right-of-way conveyed as 5.609 acres to Carl E. Rhodes, et ux, from the Southern Pacific Transportation Company by a Warranty Deed executed the 16th day of December, 1972 and recorded in Volume 164 at Page 725 of the Deed Records of Kerr County, Texas;

THENCE, along the southerly east line of the Carl E. Rhodes land, N.30°52'E., at 4.0 ft. crossing the centerline of said Southern Pacific Company to Southwestern Bell Telephone Company easement, at 18.5 ft. passing a fence cornerpost, then continuing along a fence for an accrued distance of 100 ft. to the unmarked northwest corner of said Moore 4.0 acre tract and the northeast corner of said Rhodes 5.609 acre tract, the southeast corner of 117.3 acres conveyed to Carl E. Rhodes from Harl R. Thomas by a Warranty Deed with Vendor's Lien executed the 15th day of February, 1958 and recorded in Volume 102 at Page 448 of the Deed Records of Kerr County, Texas, at 110.0 ft. passing the centerline of said Moore to Southwestern Bell Telephone Company easement, then continuing for a total distance of 119.87 ft. to a fence cornerpost, a northeast corner of said Carl E. Rhodes land, a reentrant corner of the herein described tract;

THENCE, N.58°55'W. 655.87 ft. along a fence and the southerly north line of said Carl E. Rhodes land to a cornerpost for the westerly southwest corner of the herein described tract, a reentrant corner of the Carl E. Rhodes land;

THENCE, along or near a fence with the common line between the Carl E. Rhodes land and the herein described tract, N.00°01'W., at 939.92 ft. passing the approximate centerline of a 50 ft. wide easement described in a Partial Release of Easement from Enserch Corporation to Michael Tuck executed the 21st day of April, 1982 and recorded in Volume 14 at Page 20 of the Easement Records of Kerr County, Texas previously granted as a blanket easement to Lone Star Gas Company by Lucille Davis on the 6th day of June, 1951 and recorded in Volume 2 at Page 73 of the Easement Records of Kerr County, Texas, then continuing for a total distance of 1,272.20 ft. to an anglepost, then again along said fence N.00°01'W. 611.73 ft. to a cornerpost for the northwest corner of the herein described tract;

THENCE, along a fence and the northerly line of the herein described tract, S.81°05'E. 1,239.64 ft. to a 1/2" iron stake set 6.1 ft. east from a cornerpost, in the westerly line of said Park Place Road;

THENCE, along the westerly line of said Park Place Road and converging with a fence, S.04°37'E., at 1,084.79 ft. passing the approximate centerline of said Lone Star Gas Company Fifty (50) ft. wide easement, then continuing for a total distance of 1,554.55 ft. to the PLACE OF BEGINNING, containing 57.70 acres of land, more or less, within these metes and bounds,

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 11th day of August, 1993

D. R. Voelkel

D. R. Voelkel
Registered Professional Engineer No. 8889
Registered Professional Land Surveyor No. 443

A Certified Copy
Page 5 of 6

Attest: Rebecca Bolin, Kerr County Clerk



A Certified Copy

Page 6 of 6

Attest: Rebecca Bolin, Kerr County Clerk



EXHIBIT "B"

This document is affixed to which this certificate is full, true and correct copy of the original on file and of record in my office.

ATTEST: October 2, 2015
REBECCA BOLIN, COUNTY CLERK
BY: [Signature] DEPUTY



1. Visible and apparent easements on or across property herein described.
2. Rights of parties in possession.
3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto appearing in the Public Records.
4. Oil, Gas and Mineral reservation described in Deed dated December 17, 1970, recorded in Volume 16, Page 437, Oil & Gas Lease Records, Kerr County, Texas.
5. Easement to Southwestern Bell Telephone Company dated July 23, 1971, recorded in Volume 6, Page 437, Easement Records, Kerr County, Texas.
6. Easement to Southwestern Bell Telephone Company dated February 8, 1962, recorded in Volume 3, Page 310, Easement Records, Kerr County, Texas.
7. Easement to Hill Country Telephone Cooperative, Inc., dated August 19, 1982, recorded in Volume 14, Page 450, Easement Records, Kerr County, Texas.
8. Easement as described in Deed from Mike Tuck, Trustee to Richard Wizbicki, dated September 30, 1982, recorded in Volume 266, Page 711, Deed Records, Kerr County, Texas.
9. Easement to Lone Star Gas Company dated June 6, 1951, recorded in Volume 2, Page 73, Easement Records, Kerr County, Texas, as modified in instrument dated April 21, 1982, recorded in Volume 14, Page 20, Easement Records, Kerr County, Texas.
10. Easement to Texas Public Utilities Co., dated August 25, 1926, recorded in Volume 46, Page 395, Deed Records, Kerr County, Texas.
11. Undivided one-half (1/2) interest in and to all of the oil, gas and other minerals reserved in Deed dated August 23, 1993, from Elgin Jung and Shirley M. Jung to Kenneth W. Whitewood and E. Marjane Whitewood, recorded in Volume 707, Page 801, Real Property Records, Kerr County, Texas.
12. Right-of-way Easement to Central Texas Electric Cooperative, Inc., dated March 30, 2005, recorded in Volume 1497, Page 566, Real Property Records, Kerr County, Texas.

RECORDERS NOTE:

AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO THE DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.



FILED AND RECORDED
At 2:50 o'clock P M
STATE OF TEXAS
COUNTY OF KERR
Oct 19 2015

I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.

Rebecca Bolin County Clerk
[Signature] Deputy



TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN		RN

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input checked="" type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input type="checkbox"/> Change in Regulated Entity Ownership	
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: e.g.: Doe, John)		If new Customer, enter previous Customer below:	
Wheatcraft, Curtis		Whitewood, Kenneth	
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
11. Type of Customer:		Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	
<input type="checkbox"/> Corporation		<input checked="" type="checkbox"/> Individual	
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) - as it relates to the Regulated Entity listed on this form. Please check one of the following:			
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator			
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:			
6133 Hwy 27			
City	Center Point	State	TX
ZIP	78010	ZIP + 4	
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
18. Telephone Number		20. Fax Number (if applicable)	
(830) 634 - 3434		(830) 634 - 3435	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)	
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
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23. Street Address of the Regulated Entity: (No PO Boxes)							
	City		State		ZIP		ZIP + 4
24. County							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:							
26. Nearest City					State		Nearest ZIP Code
27. Latitude (N) In Decimal:				28. Longitude (W) In Decimal:			
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds		
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)	
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)							
34. Mailing Address:							
		City		State		ZIP	ZIP + 4
35. E-Mail Address:							
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)	
() -						() -	

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

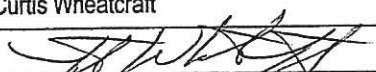
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:			41. Title:		
42. Telephone Number		43. Ext./Code	44. Fax Number		45. E-Mail Address
() -			() -		

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:		Job Title:	
Name(In Print):	Curtis Wheatcraft	Phone:	(830) 634-3434
Signature:		Date:	RECEIVED

NOV 03 2015

SUPPLEMENT TO THE APPLICATION OF CURTIS WHEATCRAFT TO AMEND
CERTIFICATE OF ADJUDICATION NO. 18-2026

This supplement (this "supplement") is attached to and incorporated as part of the application (the "Application") of Curtis Wheatcraft to amend Certificate of Adjudication No. 18-2026.

Certificate of Adjudication 18-2026

Certificate of Adjudication No. 18-2026 is currently authorized to divert and use not to exceed 153.225 acre-feet of water per annum from the Guadalupe River, Guadalupe River Basin, for agricultural purposes to irrigate out of 53.560 acres of land, being part of 68.410 acres in Kerr County, Texas.

Amendments Requested

By the Application, Curtis Wheatcraft requests that the Commission amend Certificate of Adjudication 18-2026 as follows:

- (1) Add industrial use for mining to the permit 18-2026.
- (2) Add the Lease Agreement between Curtis Wheatcraft and wife, Christina Wheatcraft, as Landlord, and Kenneth W. Whitewood, as Tenant. This Lease grants Kenneth Whitewood 75.0 acre feet of water per annum to irrigate 68.41 +/- acres of Land.
- (3) Add additional diversion points to the existing diversion points for Permit 18-2026. When the permit 18-2026 is used for mining, the diversion points should be the same as authorized on Permit 18-2024.

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WATER RIGHTS PERMITTING

MEMORANDUM OF LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF KERR

BE IT KNOWN, that on October 1, 2015, Curtis J. Wheatcraft and wife, Christina Wheatcraft, as Landlord, and Kenneth W. Whitewood, as Tenant, entered into a Lease Agreement.

Property Leased: 68.41 +/- acres described in Exhibit A, attached.

Expiration of Lease: October 1, 2020

Other terms and conditions are included in the complete Lease Agreement which is in the possession of the Landlord and Tenant.

Acknowledged:

LANDLORD:

Curtis J. Wheatcraft
Curtis J. Wheatcraft

Christina Wheatcraft
Christina Wheatcraft

TENANT:

Kenneth W. Whitewood
Kenneth W. Whitewood

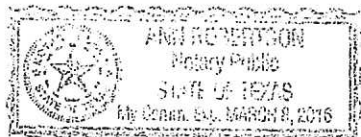
Acknowledgement

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged BEFORE ME on this 30 day of September 2015, by Kenneth W. Whitewood for the purpose stated herein.

Stamp



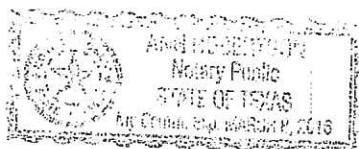
Anna Robertson
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged BEFORE ME on this 30 day of September 2015, by Curtis J. Wheatcraft for the purpose stated herein.

Stamp



Anna Robertson
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged BEFORE ME on this 30 day of September 2015,
by Christina Wheatcraft for the purpose stated herein.

Stamp



Conn Robertson

Notary Public, State of Texas

My commission expires: _____

Lease Agreement

Date: October 1, 2015, being the Effective Date of the Lease.

Landlord: Curtis J. Wheatcraft and wife, Christina Wheatcraft
Landlord's Address: 2670 Bandera Hwy
Kerrville, Tx. 78028
Tel. 830-895-7625

Tenant: Kenneth W. Whitewood
Tenant's Address: 196 Boardwalk Dr. N
Center Point, Tx. 78010
Tel. 210-279-9842

Premises: Surface Estate only being 68.41 +/- acres, less "home site area" around main house, situated in Kerr County, Texas, as described in Exhibit "A" ("Land"), attached. A portion of the water rights associated with the property, in the amount of 75.0 acre feet, are included as part of this Lease Agreement.

Base Rent: \$ 6,000.00 annually, payable in arrears, the first payment due on or before October 1, 2016, and four additional annual payments due on or before October 1st of each year thereafter for the term of the lease. The final payment is due on or before October 1, 2020.

Term: 5 years from the Effective Date above.

Commencement Date: October 1, 2015, the Effective Date, above.

Termination Date: October 1, 2020.

Termination on Death: In the event of the death of the Tenant during the term of the lease, the lease will terminate, provided that: (a) Tenant's successors may retain possession until any growing crops are harvested; or (b) Landlord may reimburse Tenant's successors for all costs incurred in currently growing crops and take possession upon payment of the costs.

Permitted Use: Farming, grazing and other agricultural purposes.

Tenant's Insurance: Tenant is to provide general liability for Tenant and Landlord.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

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WATER RIGHTS PERMITTING

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.
4. Pay the Base Rent when it is due to Landlord at Landlord's Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay all taxes on the crops raised on and Tenant's personal property located on the Premises.
7. Allow Landlord to enter the Premises to inspect the Premises.
8. Repair, replace, and maintain any part of the Premises used by Tenant to include; center pivot irrigation systems, irrigation pumps, underground pipe, and related equipment.
9. Repair any damage to the Premises, Land, or Improvements caused by Tenant.
10. Maintain the insurance coverage described in the attached Insurance Addendum.

11. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

12. Vacate the Premises on the last day of the Term.
13. Pay all labor and other costs of planting, raising, and harvesting the crops, and raising livestock, unless Landlord elects to receive payment in kind, in which case costs will be shared in the same proportion as the crops.
14. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on similar cropland in the area.
15. Fertilizer will be applied as recommended by soil tests if economics are justified.
16. Keep all gates on the Premises closed and locked as determined by Tenant.
17. Enter and exit the Premises only at those places designated by Landlord.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Premises.
3. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

4. Make any new or change any existing agreement with any governmental entity.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

D. Landlord agrees not to -

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.
2. Allow hunting or fishing activities to interfere with Tenants operations.
3. Convey title to the property unless: (a) the Buyer accepts title subject to terms of this Lease Agreement, or, (b) Landlord makes reasonable compensation to Tenant for growing crops.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Tenant will not make alterations to any buildings on the property without prior Landlord approval. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims/Subrogation.* TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

4. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

d. **Special Provision:** Landlord retains the right to commence surface mining of sand, gravel or other materials from the property. In such event, Landlord will begin operations along the west line of the property in order to minimize interference with irrigation and livestock operations. Annual lease payment will be adjusted on a per acre basis @ \$100 per acre for any acreage not usable by Tenant. Landlord will provide liability insurance and shall be liable for any loss or damages incurred by Tenant due to Landlord's mining operations.

5. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

10. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

12. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

13. *Venue.* Exclusive venue is in the county in which the Premises are located.

14. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for

notice may be changed by written notice delivered as provided herein.

18. *Mineral Interests.* This lease is subordinate to any oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements. Landlord may enter into an oil, gas or other mineral lease during the term of this lease. Any damages to growing crops or livestock arising from oil and gas operations shall be paid to the damaged party.

19. *Arbitration.* Landlord and Tenant agree that, following mediation, all unresolved issues will be resolved by binding arbitration. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.

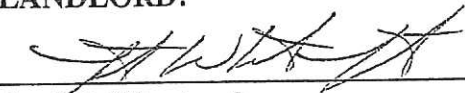
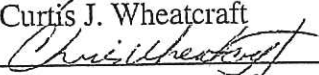
20. *Waiver of Property Tax Protest Rights.* Tenant waives all rights to protest the appraised value of the Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

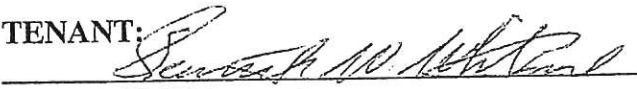
22. Time is of the essence regarding all matters in this agreement.

23. Other:

LANDLORD:

	<u>9/30/15</u>
Curtis J. Wheatcraft	date
	<u>9/30/15</u>
Christina Wheatcraft	date

TENANT:

	<u>9-30-15</u>
Kenneth W. Whitewood	date